



2. The Mortgagors will pay when due as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the mortgaged property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien against the real property.

3. The Mortgagors will maintain the mortgaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly comply with all the requirements of Federal, State and local governments, pertaining to such property.

4. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

(a) Nonperformance by the Mortgagor(s) of any covenant, agreement, term or condition of this Mortgage, or of the Note.

(b) Failure of the Mortgagor(s) to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which clouds title or has priority over the lien of this Mortgage.

(c) The sale, or conveyance of the real property by the Mortgagor(s) without paying the sum amount above in full.

The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof.

5. The Mortgagors will give immediate notice by regular and certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.

6. The Mortgagors are lawfully seized of the mortgaged property and have good right, full power and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

7. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagors and the heirs, legal representatives and assigns of the Mortgagors, and shall be binding upon every subsequent owner of the mortgaged property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns.

8. Mortgagors warrant and represent that the above described property is not homestead property of Mortgagors, as defined by the laws and Constitution of the State of Florida, in that neither the Mortgagors nor any of their dependants reside thereon or on any

property contiguous thereto, but instead reside at 727 SW 7 Avenue #26, Hallandale Beach, FL as to Mortgagor(s) Roberto and Virginia Perez.

If the Mortgagors, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note.

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagors on the day and year first above written.

Signed, sealed and delivered in the presence:

Roberto H Perez  
Signature of Mortgagor(s)

Roberto H Perez  
Print Name Mortgagor(s)

Virginia Perez  
Signature of Mortgagor(s)

Virginia Perez  
Print Name Mortgagor(s)

[Signature]  
Signature of Witness

Brett Thompson  
Print Name of Witness

[Signature]  
Signature of Witness

Mark Leibowitz  
Print Name of Witness

STATE OF FLORIDA        )  
  ) ss  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this on 14 day of July, 2006 by \_\_\_\_\_ and \_\_\_\_\_ who are personally known to me or who produced Drivers License as identification.



Brett Thompson  
My Commission DD150483  
Expires September 17, 2006

[Signature]  
Notary Public

STATEWIDE TITLE CORPORATION  
4601 Sheridan Street, Suite 500  
Mollywood, FL 33021

This Instrument Prepared by:  
David Jove, Esq.  
City of Hallandale Beach  
400 S. Federal Highway  
Hallandale Beach, FL 33009

INSTR # 106393676  
OR BK 42691 Pages 290 - 290  
RECORDED 09/01/06 12:04:39  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 3075  
#2, 1 Pages

### QUIT-CLAIM DEED

**This Quit-Claim Deed**, Executed this August 10, 2006, by City of Hallandale Beach, a political subdivision of the State of Florida, Grantor and first party, whose post office address is 400 S. Federal Highway, Hallandale Beach, FL 33009, to Roberto and Virginia, whose address is 727 SW 7 Avenue #26, Hallandale Beach, FL, Grantee and second party: \*Perez \* Perez, husband and wife

**Witnesseth**, That the said first party, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the second party, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

Folio No: 1221-04-0290  
Legal Description: Lot 8, in Block 3, of Britain Addition Amended, according to the Plat thereof as recorded in Plat Book 2, at Page 23, of the public Records of Broward County, Florida.

SUBJECT TO:

1. Taxes for the year 2006 and all subsequent years
2. Restrictions, easements, limitations and zoning ordinances of record.

**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and on behalf of the said second party forever.

**In Witness Whereof**, The said parties have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature] 8/10/06.  
Print Witness' name J. Frastal

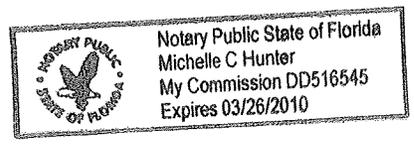
By: [Signature]  
D. Nydia Rafols Salaberry, Acting City Manager

[Signature]  
Print Witness' name D. Pearson

STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss

The foregoing instrument was sworn to and subscribed before me this Aug 10, 2006 by Nydia Rafols Salaberry, Acting City Manager, City of Hallandale Beach, who is personally known to me.

[Signature]  
NOTARY PUBLIC



Perr 6853

1

## AGREEMENT TO CONVEY PROPERTY

THIS AGREEMENT TO CONVEY PROPERTY ("Agreement") is made between the City of Hallandale Beach ("GRANTOR") and Roberto and Virginia Perez ("GRANTEE").

GRANTOR is the titleholder of real property located in Hallandale Beach, Broward County, Florida and desires to convey the real property to GRANTEE and, GRANTEE desires to receive the "real property" identified as:

Folio No: 1221-04-0290

Legal description: Lot 8, in Block 3, of Britain Addition Amended according to the Plat thereof as recorded in Plat Book 2, at Page 23, of the Public Records of Broward County, Florida. (the "Property")

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. GRANTOR agrees to convey the Property to GRANTEE for a total sum of \$58,567.50 and GRANTEE agrees to pay the total sum upon sale or transfer of ownership of the property above or if the First Mortgage declares default of its loan.
2. Time and Place of Closing. The GRANTEE and GRANTOR agree to close at a place agreed to by both parties.
3. Transfer of Ownership. At the closing, the GRANTOR will transfer ownership of the real property to the GRANTEE by Quit Claim Deed.
4. Condition and Use of Real Property. GRANTOR makes no representation as to the condition of the real property.
5. Expenses. GRANTEE assumes any and all expenses encumbering the real property such as all taxes, surveys, including documentary stamps on any deed or mortgage and recording costs. The GRANTOR will waive or pay all unpaid municipal liens and assessments against the property.
6. Possession. GRANTEE shall receive possession at the closing of title.
7. Complete Agreement. This agreement to convey property is the entire and only agreement between the GRANTEE and the GRANTOR. This Agreement to convey property replaces and cancels any previous agreements between the GRANTEE and GRANTOR. This agreement to convey property can only be changed by an agreement in writing signed by both GRANTEE and GRANTOR.
8. As Is, Where Is. GRANTEE has been afforded the opportunity by GRANTOR prior to the execution of this Agreement to conduct a due diligence investigation and review of the Property. GRANTEE acknowledges that GRANTOR makes no representations or

warranties in connection with this transaction (or otherwise). GRANTEE hereby agrees to look solely to Agreement GRANTOR for any breaches of the representations and/or warranties made by Agreement GRANTOR under the Existing Agreement and waives and releases GRANTOR from any liability with respect to any such claims. Without limiting the generality of the foregoing, except only as specifically set forth in this agreement, GRANTOR makes no warranty, express or implied, of merchantability or fitness for a specific purpose or as to the condition of the assigned property. GRANTEE acknowledges and agrees that, except as expressly set forth in this agreement, neither GRANTOR nor any employee, agent or representative of the GRANTOR has made and GRANTOR is not liable or responsible for or bound in any manner by any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the assigned property or any part thereof; title to the assigned property; the physical condition thereof; the environmental condition thereof; the fitness and quality thereof; the income expenses or operation thereof and the value and profitability thereof; the uses to which the assigned property can be put; current and future zoning; the suitability of the assigned property or any portion thereof for renovation or construction, or any other matter or thing whatsoever with respect thereto. Without limiting the foregoing, GRANTEE acknowledges and agrees that, in entering in this agreement, GRANTOR has not been induced by and has not relied upon any representations or statement, whether express or implied, written or verbal made by GRANTOR or any agent, employee or other representative of GRANTOR which are not expressly set forth in this agreement, whether or not such representations or statements were made orally or elsewhere in writing.

SIGNED AND AGREED TO BY:

GRANTOR: Nydia M. Rafols Salaberry DATED: 8/10/06  
By: Nydia Rafols Salaberry, Acting City Manager

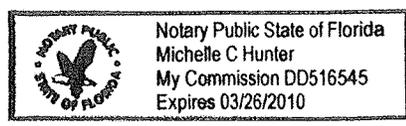
WITNESSES: [Signature] DATED: 8/10/06

WITNESSES: [Signature] DATED: 8/10/06

STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss

The foregoing instrument was sworn to and subscribed before me this Aug 10, 2006 by Nydia Rafols Salaberry, Acting City Manager, City of Hallandale Beach who is personally known to me.

[Signature]  
NOTARY PUBLIC



SIGNED AND AGREED TO BY:

GRANTEE: Roberto H Perez DATED: 8/14/06  
By: Robert Perez

GRANTEE: Virginia Perez DATED: 8/14/06  
By: Virginia Perez

WITNESSES: [Signature] DATED: 8/14/06

WITNESSES: [Signature] DATED: 8/14/06

STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss

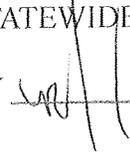
The foregoing instrument was sworn to and subscribed before me this August 14, 2006  
by \_\_\_\_\_ who produced DRIVERS LICENSE as identification or is  
personally known to me.

[Signature]  
NOTARY PUBLIC

 **Brett Thompson**  
My Commission DD150483  
Expires September 17, 2006

This Instrument Prepared by:  
David Jove, Esq.  
City of Hallandale Beach  
400 S. Federal Highway  
Hallandale Beach, FL 33009

TRUE AND CERTIFIED COPY  
STATEWIDE TITLE CORPORATION

BY 

**QUIT-CLAIM DEED**

**This Quit-Claim Deed**, Executed this \_\_\_\_\_, 2006, by City of Hallandale Beach, a political subdivision of the State of Florida, Grantor and first party, whose post office address is 400 S. Federal Highway, Hallandale Beach, FL 33009, to Roberto and Virginia, whose address is 727 SW 7 Avenue #26, Hallandale Beach, FL, Grantee and second party:

**Witnesseth**, That the said first party, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the second party, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

Folio No: 1221-04-0290

Legal Description: Lot 8, in Block 3, of Britain Addition Amended, according to the Plat thereof as recorded in Plat Book 2, at Page 23, of the public Records of Broward County, Florida.

SUBJECT TO:

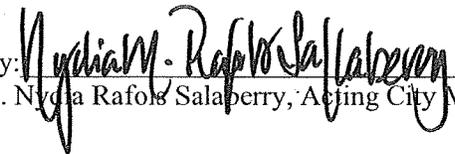
1. Taxes for the year 2006 and all subsequent years
2. Restrictions, easements, limitations and zoning ordinances of record.

**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and on behalf of the said second party forever.

**In Witness Whereof**, The said parties have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

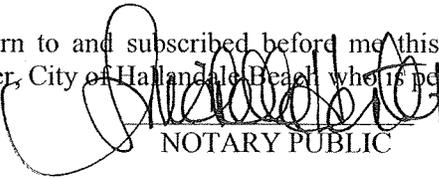
 8/10/06.  
Print Witness' name J. Frastai

By:   
D. Nydia Rafols Salaberry, Acting City Manager

  
Print Witness' name D. Pearson

STATE OF FLORIDA        )  
COUNTY OF BROWARD ) ss

The foregoing instrument was sworn to and subscribed before me this Aug 10, 2006 by Nydia Rafols Salaberry, Acting City Manager, City of Hallandale Beach who is personally known to me.

  
NOTARY PUBLIC

